

Site: Maline Creek
ID # MOD980631162
Brook: 10.9
Other: Bid Documents
12-10-92

PROPOSAL

ASBESTOS CONSULTING SERVICES PG INVESTMENT PROPERTY ST. LOUIS, MISSOURI

Prepared For:

PG INVESTMENTS
St. Louis, Missouri

Prepared By:

GEOTECHNOLOGY, INC.
St. Louis, Missouri

December 10, 1992

2293.01.2120
Revised

07KF



4.0

0400

PROPE\229301.PRO



GEOTECHNOLOGY INC.
ENGINEERING AND ENVIRONMENTAL SERVICES
SAINT LOUIS • KANSAS CITY • CHICAGO

December 10, 1992

2293.01.2120
Revised

Mr. Phil Kootman
PG Investments
620 St. Cyr Road
St. Louis, Missouri 63137

Subject: Proposal to Provide Asbestos Consulting Services
PG Investment Property
St. Louis, Missouri

Dear Mr Kootman:

Geotechnology, Inc. is pleased to provide you with this proposal to provide asbestos consulting services at the Branch Metal facility and selected areas of the PG Investment Property. This proposal consists of our understanding of the project, purpose for the proposed scope of services, a brief site description, schedule and basis of compensation, and other general terms and conditions.

SITE DESCRIPTION AND PROJECT PURPOSE

Branch Metal, a metals recycling business, currently occupies approximately 60,000 square feet of the near 110,000 square foot facility located at 620 St. Cyr Road, in St. Louis County. The building has been occupied by Branch Metals for approximately the past twelve years. The structure is located on a 36-acre tract which is owned by PG Investments. Branch Metal leases their space from PG Investments. An additional 100,000 square foot plus vacant warehouse is adjacent to Branch Metal.

Pursuant to our recent meeting of November 27, 1992, and subsequent walk-over of the property, the primary purpose of this scope of work is to assess for the presence of asbestos-containing building materials (ACBM) in the space currently occupied by Branch Metal. This will include suspect bulk material identification and ambient air monitoring. In addition, several samples of suspect ACBM will be taken from the boiler room of the adjacent property. Finally, asbestos-containing debris and abandoned ACM piping is present adjacent to large warehouse. Arrangements with a qualified asbestos abatement contractor will be made for removal, transporting, and disposal.

©1992 GEOTECHNOLOGY, INC.

SCOPE OF WORK

- Review existing and available working drawings to note for usage of asbestos-containing building materials.
- Bulk sampling of approximately ten suspect asbestos-containing materials, noting material condition, and taking photographs.
- Submit samples to an accredited laboratory for analysis by polarized-light microscopy coupled with dispersion staining to identify presence of asbestos.
- Arrange and coordinate air monitoring at approximately six locations at predetermined locations within the Branch Metal facility. Perform air monitoring at two locations at the adjacent warehouse facility owned by PG Investments.
- Submit air monitoring samples to an accredited laboratory to perform phased contrast microscopy analysis.
- Review bulk and air sampling analysis results.
- Arrange for an asbestos abatement contractor to perform minor clean-up of asbestos-containing materials at several locations adjacent to the warehouse facility.
- Prepare a report documenting the results and giving general recommendations for asbestos encapsulation or removal along with additional personal health and safety recommendations, as required.

SCHEDULE & BASIS OF COMPENSATION

Geotechnology, Inc. is prepared to begin providing the aforementioned scope of services immediately, upon receiving your written acceptance of this proposal. We anticipate performing the sampling, obtaining analytical results, and finalizing a report within ten days of beginning the project. Verbal results will be given upon receiving the analytical results.

We propose to perform the scope of services on a time and materials basis. We estimate the field, bulk sample analysis and reporting services will be approximately Two Thousand Two Hundred Dollars (\$2,200.00). This estimate is based on taking 10 bulk and 6 air samples, respectively. Billing will be in accordance with the attached fee schedule. If the scope of work changes, affecting the proposed amount, we will notify you prior to performing additional work. Billing of the air monitoring and abatement services will be directly to PG Investments by the selected firms.

SITE ACCESS

By execution of this Agreement, PG Investments grants or agrees to obtain access to the site for all equipment and personnel necessary for Geotechnology to perform the aforementioned scope of services.

REPORT LIMITATIONS

Our report will consist of a review of the information collected as described in the scope of services, and will conclude with our professional opinion as to your environmental exposure relative to the presence of asbestos at the Branch Metal facility and PG Investment property, and give general recommendations to reduce any potential environmental exposure. Geotechnology will not be able to represent that the site contains additional hazardous materials, waste, petroleum product, or other latent condition beyond those observed by Geotechnology during the site assessment. We understand that you are interested in selling the property that is currently vacant. We would be pleased to address other existing environmental issues as required at the appropriate time.

Additional work and expertise beyond that given in the scope of work are required if the report is to be used for other purposes.

PG Investments
December 10, 1992
Page 4

2293.01.2120
Revised

Geotechnology appreciates the opportunity to serve you. If this proposal is acceptable to you, you may authorize us to proceed by signing on the space provided on Page 6 of the attached Terms for Geotechnology's Services and returning one signed copy for our files. If you issue a purchase order, please attach it to a copy of the Terms. We also request that clients new to Geotechnology complete and return the attached Client Project Data Sheet. Please contact Mr. Ron Eckelkamp, P.E., or me if you have any questions.

Very truly yours,

GEOTECHNOLOGY, INC.



W. Gary Simmons
Project Manager

WGS:wgs/tlp

Attachments: Fee Schedule
Terms for Geotechnology's Services

cc: Mr. Mike Kootman; Branch Metals

©1992 GEOTECHNOLOGY, INC.

FEE SCHEDULE

1. PROFESSIONAL SERVICES BY STAFF AND PRINCIPALS

Fees for services are based on the number of hours expended on project, including travel; by professional, technical, and clerical personnel. The fee will be computed by multiplying the number of hours worked by each class of personnel by the hourly rate listed below for that class or category:

<u>Personnel Classification</u>	<u>Hourly Rates</u>
Principal, Operations Manager	\$95 - \$115
Associate, Program or Project Manager	\$80 - \$100
Principal Engineer/Scientist, Senior Project Engineer/Scientist	\$75 - \$85
Senior Engineer/Scientist, Project Engineer/Scientist	\$65 - \$75
Staff Engineer/Scientist	\$55 - \$65
Engineer/Scientist	\$45* - \$55*
Technician/Draftsperson	\$35* - \$40*
Word Processor	\$30* - \$35*

* For overtime work, rates will be 30 percent greater.

** For emergency service, expert witness, and litigation, rates will be 50 percent greater. Rates include cost of general health and safety training and monitoring for technical personnel.

2. REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 15 percent. These expenses include subcontracts and such items as out of town travel expenses, long distance telephone charges, use of rental cars, job related supplies and instruments, special fees and permits, health and safety equipment, printing and reproduction, premiums for additional or special insurance where required, etc.

3. LABORATORY TESTING

Laboratory soil testing will be charged based on our standard unit prices or on a time and expense basis based on rates given in items 1 and 2 above. A copy of our standard unit prices for laboratory testing, if applicable, is available upon request. Analytical testing will be subcontracted to an EPA approved laboratory and will be charged based on Item 2 above.

4. EQUIPMENT

Charges for major owned equipment used on a project will be based on our standard unit rates for the equipment. A copy of our standard unit rates for the equipment is given on the reverse side of this schedule.

5. RATE ADJUSTMENT

Rates given on this Fee Schedule are for work performed through the 1992 calendar year. For work performed in calendar year 1993, rates in effect for that year will apply.

TERMS FOR GEOTECHNOLOGY'S SERVICES

1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: Geotechnology, Inc., hereinafter referred to as GEOTECHNOLOGY, and PG Investments hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. 2293.01.2120 Revised, dated December 10, 1992, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

2 - STANDARD OF CARE

- a. CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. Services performed by GEOTECHNOLOGY under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical and environmental services profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of our services.

3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY, and agrees to defend, indemnify, and hold GEOTECHNOLOGY harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate GEOTECHNOLOGY for any time spent or expenses incurred by GEOTECHNOLOGY in defense of any such claim, with compensation to be based upon GEOTECHNOLOGY's prevailing fee schedule and expense reimbursement policy.

4 - SAMPLE DISPOSAL

- a. GEOTECHNOLOGY will dispose of all remaining soil and rock samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

8 - RISK ALLOCATION - PROFESSIONAL LIABILITY (Cont'd.)

- a. Many risks potentially affect GEOTECHNOLOGY by virtue of entering into this AGREEMENT to perform its services on behalf of CLIENT. The principal risk is the potential for human error by GEOTECHNOLOGY. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with GEOTECHNOLOGY's liability, CLIENT agrees to limit GEOTECHNOLOGY's liability to CLIENT and to all other parties for claims arising out of GEOTECHNOLOGY's performance of the services described in this AGREEMENT. The aggregate liability of GEOTECHNOLOGY will not exceed The Fee for negligent professional acts, errors, or omissions, and CLIENT agrees to indemnify and hold harmless GEOTECHNOLOGY from and against all liabilities in excess of the monetary limit established above. In the event that you are unwilling or unable to limit our professional liability to the above referenced sum, we will waive this limitation upon written request at the time of acceptance of this agreement; provided that you agree to pay for this waiver an additional consideration of four percent (4%) of our total fee, or \$500, whichever is greater.
- b. Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join GEOTECHNOLOGY as a third-party defendant. Parties means CLIENT and GEOTECHNOLOGY and their officers, employees, agents, affiliates, and subcontractors.
- c. Both CLIENT and GEOTECHNOLOGY agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

9 - DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- a. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- b. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- c. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY harmless for any and all consequences of disclosures made by GEOTECHNOLOGY which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- d. Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against GEOTECHNOLOGY and, to the maximum extent permitted by law, agrees to defend, indemnify, and save GEOTECHNOLOGY harmless from any claim, liability, and/or defense costs for injury or loss arising from GEOTECHNOLOGY'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- e. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY which are found to be contaminated.

14 - JOBSITE

- a. CLIENT shall furnish or cause to be furnished to GEOTECHNOLOGY all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by GEOTECHNOLOGY for proper performance of its services. GEOTECHNOLOGY shall be entitled to rely upon the provided documents and information in performing the services required under this AGREEMENT; however, GEOTECHNOLOGY assumes no responsibility or liability for their accuracy or completeness. Documents provided by CLIENT will remain CLIENT'S property.
- b. Unless indicated otherwise in the PROPOSAL, the client will be responsible for the development of a site health and safety plan and for conducting health and safety meetings as prescribed by 29 CFR 1910.120.
- c. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY will not supervise or control the work of contractors or their subcontractors working under contract with others. GEOTECHNOLOGY's services will not include a review or evaluation of such contractor's (or subcontractor's) safety measures, or their compliance with the appropriate federal, state and local regulations.
- d. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.

15 - DISPOSAL OF CONTAMINATED MATERIAL

- a. It is understood and agreed that GEOTECHNOLOGY is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances of constituents found or identified at the site.

16 - CONTAMINATED EQUIPMENT AND CONSUMABLES

- a. Any of GEOTECHNOLOGY's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated and contaminated consumables must be disposed of properly. CLIENT agrees to remunerate GEOTECHNOLOGY for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment, may be less than the cost of decontamination. In such instances, GEOTECHNOLOGY shall notify CLIENT.
- b. CLIENT has the option of paying for decontamination, or purchasing the equipment at its fair market value immediately prior to contamination. If CLIENT elects to purchase equipment, CLIENT and GEOTECHNOLOGY shall enter into a specific agreement for that purpose. For purposes of this AGREEMENT, any equipment that cannot be decontaminated shall be considered a consumable.